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**AGREEMENT
BETWEEN
THE CITY OF ALBUQUERQUE
AND
THE ALBUQUERQUE OFFICERS' ASSOCIATION
LOCAL 1888**

Effective: June 10, 2002 through June 10, 2003

1 **Article 1. Preamble**

- 2
- 3 A. This Agreement is hereby made and entered into by and between the City
- 4 of Albuquerque (hereinafter referred to as Employer) and the American
- 5 Federation of state, County and Municipal Employees, AFL-CIO, Local
- 6 1888, as representatives of the employees of the Albuquerque Officers
- 7 Association employed by the City of Albuquerque (hereinafter referred to
- 8 as Local 1888 or Union).
- 9
- 10 B. The general purpose of this Agreement is to provide for orderly and
- 11 constructive employee relations in the public interest and in the interest of
- 12 the employees herein covered and the City of Albuquerque, as Employer;
- 13 to maintain harmony, cooperation and understanding between the
- 14 Employer and the employees in the bargaining unit; and to afford
- 15 protection of the rights and privileges of all employees in the bargaining
- 16 unit and the employer.
- 17
- 18 C. The Employer, the Union and its members agree to work cooperatively to
- 19 comply with this Agreement and to administer this Agreement in
- 20 accordance with its terms and provisions to the end of maintaining sound
- 21 labor relations. The Union staff representatives and Local labor
- 22 representatives may meet with the Employee Relations Department, upon
- 23 reasonable notice, to prevent, clarify or resolve problems with contract
- 24 interpretation.
- 25

26 **Article 2. Non-Discrimination**

- 27
- 28 A. The Employer and the Union agree that the provisions of this Agreement
- 29 shall be applied equally to all employees in compliance with applicable law
- 30 against discrimination as to age, race, creed, color, religion, national
- 31 origin, sex, condition of disability, sexual orientation, marital status,
- 32 veteran status or political affiliation.
- 33
- 34 B. The Employer and the Union agree with the rights of employees to
- 35 become or not to become Union members. There shall be no
- 36 discrimination, interference, restraint or coercion by the Union or the
- 37 Employer regarding any employee's decision to affiliate or not to affiliate
- 38 with the collective bargaining Union.
- 39
- 40 C. The Union recognizes its responsibility as the bargaining agent and
- 41 agrees to represent all employees in the bargaining unit without
- 42 discrimination, interference, restraint or coercion.
- 43
- 44
- 45
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1 **Article 3. Recognition**

2 The Employer recognizes AFSCME Council 18, Local 1888 A.O.A., AFL-CIO,
3 as the exclusive bargaining agent for all non-probationary employees of the
4 City of Albuquerque in the following classifications:
5

6 Department of Finance and Administration Security Officers (General
7 Services)

8 Animal Control Officers

9 Corrections Officers

10 Corrections Transportation Officers

11 Corrections Identification Officers

12 Corrections Community Custody Officers

13 Transit Security Officers

14 Solid Waste Security Officers

15 Cultural Services Security Officers

16
17 The City agrees that prior to contracting or sub-contracting out bargaining
18 unit positions that the Union will be allowed input on such action and will
19 be given adequate notice.
20
21

22 **Article 4. Overtime**

23 A. The City shall prepare, maintain and post up-to-date voluntary lists by
24 seniority order within each department within the bargaining unit. It will
25 be the responsibility of each employee to provide one (1) current phone
26 number for the purposes of being contacted for overtime work.
27 Employees may use pagers for their point of contact. In the Security and
28 Animal Control Departments, an employee shall be provided fifteen (15)
29 minutes to respond to the contact prior to the time the supervisor offers
30 the overtime to another employee. In the Corrections Department, the
31 supervisor shall determine the response time based on the needs of the
32 Department.
33

34 B. Each employee will be allowed to sign up for voluntary overtime during
35 the regular shift bid. The voluntary overtime lists shall remain in effect
36 until the next scheduled shift bid. Names shall not be added after the bid
37 unless the name(s) is approved in writing by the Union President. Names
38 will be 'penciled in' by the employee until new lists are generated.
39

40 C. There shall be a voluntary list(s) for each shift in each department.
41

42 D. Employees may sign up for overtime on any and all overtime shift list(s)
43 within their respective department.
44
45

1 E. If no employee on the overtime list is available, involuntary overtime will
2 be required. Involuntary overtime will be assigned in reverse order of
3 seniority from the master seniority list. Officers already on duty will be
4 required to remain on duty until a replacement is obtained. If no
5 replacement is obtained within three hours of the start of the shift, the
6 holdover Officer may be required to work the remainder of the shift.
7

8
9 F. When there is ordered overtime, the department will keep a list of
10 employees contacted during the shift. This will insure to the employee that
11 was ordered that the department attempted to obtain relief in accordance
12 with Paragraph E of this article.
13

14 G. For the purpose of computing overtime, paid leave will be considered time
15 worked.
16

17 H. Voluntary overtime will be assigned on straight seniority order.
18

19 I. Employees will not work more than sixteen (16) hours straight time except
20 for declared emergency situations.
21

22 J. Employees called in for an overtime assignment shall receive a minimum
23 of two (2) hours pay at overtime rate. Overtime shall begin at the time the
24 Officer is contacted.
25

26 K. Employees may request a specific work assignment when working
27 overtime. Management will attempt to accommodate these requests in
28 accordance with the following guidelines:
29

30 1. The parties agree to interpret Article 4, Sections H and K, to permit
31 Corrections' officers to identify and choose overtime assignments
32 within the limitations set forth herein. A Corrections officer on a
33 voluntary overtime list shall be allowed to "bump" a Corrections' officer
34 who is assigned to a post that the Corrections Officer requests for
35 overtime. City Security Officers and Animal Control Officers on the
36 voluntary overtime list will be allowed to "bump" an officer who is
37 assigned to a post that the Officer requests for overtime.
38

39 2. The Corrections Officers' seniority rights set forth in paragraph (1)
40 herein shall not apply to the following restricted assignments: one (1)
41 Releasing post, South Master, one (1) Main Rover post ("Rover 2"),
42 one (1) Southeast post, West Side Intake, one (1) West Side Rover
43 ("DEF Rover"), Metro Arraignment posts, one (1) female Satellite post
44 and Annex De-Tox.
45

46 3. The "82" post shall be retained at the West Side facility.

1 4. The Department shall not "block" Corrections Officers' overtime
2 assignments other than those identified as "restricted" under paragraph
3 (2) herein. Management employees shall be assigned in a manner that
4 does not violate Corrections Officers' rights under this section or the
5 Agreement as determined by the City's Labor-Management Relations
6 Board.

7
8 5. The parties recognize that the opening of a new jail will create changes
9 in the operational environment for all Corrections' Officers. These
10 changes will include, but not be limited to, post changes and posts that
11 will be "restricted" from the rights set forth in paragraph (2) above. The
12 parties agree to meet and confer in good faith to ensure that the
13 transition to a new environment will occur in a manner that is beneficial
14 to the City, Corrections' Department management and the Corrections'
15 Officers. Either party may request facilitation services from the City's
16 Chief Administrative Officer for Public Safety. "Restricted" and "non-
17 restricted" posts agreed upon by the parties during this process shall
18 be implemented as the agreements are reached rather than waiting
19 until all posts are identified as "restricted" or "non-restricted." The
20 Department reserves the right to identify "restricted" posts if the parties
21 do not reach agreement on those posts that shall be identified as
22 "restricted" provided the parties have had a reasonable opportunity to
23 meet and confer in good faith on the matter.

24
25 L. An employee who accepts overtime shall have the option of canceling
26 such overtime two (2) hours prior to the start of the overtime assignment
27 except in an emergency situation.

28
29 M. Captains, lieutenants and sergeants shall be the only personnel
30 authorized to order overtime. In the case of an emergency, Captains,
31 Lieutenants and Sergeants may delegate responsibility for placing calls for
32 overtime to Correction Officers. However, the Captains, Lieutenants and
33 Sergeants ordering the overtime shall be responsible for assuring
34 compliance with the required contractual overtime procedure. Calls for
35 overtime shall be placed from a secure area that is not open to residents
36 or the public.

37 38 Article 5. Bidding

39
40 A. Employees will be allowed to bid semi-annually for facility
41 assignments, shift assignments, days off and voluntary
42 overtime, in seniority order, in the employee's
43 classification. While every effort will be made to
44 accommodate an employee's choice of facility assignment,
45 the City has the right to temporarily or permanently
46 reassign an employee to a facility other than the one bid

1 when justifiable cause such as the efficiency of the City
2 service for reassignment exists, in the opinion of the
3 Department Director or his/her designee. Bidding will be
4 conducted in the month of March to take effect in April, and
5 in September to take effect in October.

- 6
- 7 B. Each time an assignment becomes open, it will be posted
8 as vacancy as for reassignment as soon as reasonably
9 practicable.
- 10
- 11 C. Posted vacancies between bidding periods shall be posted
12 for five (5) days and will be filled by seniority order in each
13 classification preference. Should no one bid for these shifts
14 and days off, reassignment shall be made in reverse order
15 of seniority, in each classification preference. All conditions
16 must be complied with pertaining to circular posted.
- 17
- 18 D. Local 1888 President can appoint up to two (2) employees
19 from within each department to assist in the development
20 and administration of the bidding process. One (1)
21 employee will be paid by the department and one (1)
22 employee will be paid by Local 1888. The Union President
23 will identify in writing to the department which employee
24 the Union will pay.
- 25
- 26 E. It is recognized that specific minimum staffing patterns are
27 required. Should the above bidding process fail to provide
28 the staffing pattern required, reassignments which will
29 meet those requirements will be made in reverse seniority
30 order. Once the minimum staffing pattern requirements
31 have been met, the employee or employees who were
32 reassigned will have the right to return to their original bid
33 in seniority order. The Union will be given five (5) days
34 advance notice prior to reassignment.
- 35
- 36 F. The bidding process will be accomplished over a period up
37 to five (5) calendar days. This period may be extended by
38 mutual agreement.
- 39
- 40 G. The parties agree to work together to develop a more
41 efficient bidding process to include bidding for vacation.
- 42
- 43 H. A shift supervisor may permit employees to mutually agree
44 to exchange bidded slots for hardship reasons. The City
45 and Union must agree.
- 46

1 Article 6. Permanent Change in Work Hours

2
3 A permanent change in work hours shall require at least fourteen (14) calendar
4 days notice to the affected employee. A permanent change in work hours is
5 defined as a change of thirty (30) calendar days or more on a work assignment.

6
7 In calculating days notice under this section the day on which notice is given
8 shall not be counted.

9
10 Article 7. Leave For City Business.

11
12 A. Leave with pay may be authorized for an employee to attend an official
13 meeting where the good of the City services is involved or to conduct the City's
14 business at a location other than the employee's normal work site. Leave with
15 pay will also be granted to employees where their participation is necessary for
16 official City investigations and for court appearances where the employee's
17 attendance is required on behalf of the City.

18
19 B. Leave with pay will be granted to one Union officer for the following reasons
20 and under the conditions cited:

- 21
22 1. attendance at a pre-determination hearing when requested by an
23 employee 24 hours in advance of the hearing;
24
25 2. a grievance hearing when requested by an employee 24 hours in
26 advance of the hearing;
27
28 3. meetings scheduled between the Union and the City at the City's
29 request. In Security and Animal Control, a maximum of two (2) Union
30 officers may attend these meetings.
31
32 4. Labor Board meetings where Union charges or other matters affecting
33 the Union will be heard;
34
35 5. a Personnel Board meeting where matters affecting the Union or its
36 members will be heard;
37
38 6. The Union President shall be granted up to eight (8) hours leave with
39 pay per week to facilitate positive labor/management relations between
40 employees and the City; the Union President and the City will attempt
41 to schedule this leave in a manner that limits the amount of overtime
42 needed to staff the President's post assignment. If the President is
43 assigned to a post that permits the scheduling of "flex-time" to
44 accommodate the President's assignment to Union responsibilities, the
45 President and the President's supervisor shall implement this
46 arrangement.

- 1 7. Up to eight (8) hours per pay period of leave with pay shall be
2 authorized by the Office of Employee Relations for the Union Vice-
3 President or the Union's designee to assist with the resolution of
4 labor/management issues. The Union shall notify the department
5 director in advance when requesting leave. Whenever possible, this
6 leave shall not result in additional overtime costs for the City.
7

8 **Article 8. Leave to Vote**

9
10 A. Employees who are registered electors shall be granted two (2) hours
11 with pay between the opening and closing of the polls to vote on election
12 days. Department heads must grant this time off for voting if requested by
13 employees registered to vote.
14

15 B. This Article will be administered in accordance with applicable state
16 law.
17

18 **Article 9. Annual and Emergency Military Leave**

19
20 A. Military Leave: Military leave with pay will be authorized for
21 permanent employees who are members of the National Guard or
22 Air National Guard of New Mexico or any other organized reserve
23 unit of the Armed Forces of the United States, including the Public
24 Health Service, for a period not to exceed fifteen (15) working days
25 in each Federal Fiscal Year which begins October 1, in addition to
26 other authorized leave. Nothing in this section will prevent
27 department directors or their designees from granting other earned
28 leave in addition to that described by federal law if requested when
29 they are ordered to active duty training with such units.
30

31 B. Permanent employees who are members of an unorganized
32 reserve component may be granted leave with pay not to exceed
33 fifteen (15) working days in each federal year which begins October
34 1 for the purpose of attending organized courses of instruction for
35 training periods authorized such personnel. Permanent employees
36 called to active duty in emergencies declared by the governor or
37 president for short periods of time not to exceed fifteen (15) working
38 days may be granted military leave. A copy of orders must be
39 attached to all requests for Annual and Emergency Military Leave.
40

41 C. Each employee shall be guaranteed all military leave rights under
42 federal and state laws and the City's Personnel Rules and
43 regulations. The Employee Relations Director and Department
44 Chief shall instruct supervisors on the employee rights identified
45 herein.
46

1 **Article 10. Vacation Leave**

2
3 A. An employee shall accrue vacation as follows:

4

Continuous Service	Regular Work Week	Accrual Monthly	Accrual Yearly
5 1 month to 5 years	40 hours	8.33 Hours	12.5 Days (100 hours)
6 5 years to 10 years	40 Hours	10.00 Hours	15 Days (120 hours)
7 10 years to 15 years	40 Hours	12.00 Hours	18 Days (144 Hours)
8 15 years or more	40 Hours	13.3 Hours	20 Days (160 Hours)

9

10
11
12 B. During the month of December, each department will provide for
13 employees the right to bid for vacation scheduling for the following
14 year. Vacation will be bid for vacation scheduling for the following year.
15 Vacation will be bid in seniority order by department. A calendar for
16 bidding, identifying vacation slots will be provided for employees to bid
17 for their vacation. It is required that one (1) Union representative on
18 each shift be identified to assist management with the bidding process.
19 Employees will be allowed to bid in conjunction with their days off, and
20 will not be required to bid in blocks of three (3). Units that are currently
21 on a six (6) month bid will continue to do so for the duration of this
22 contract. The parties shall meet and confer on the issue of maximum
23 scheduled vacation days after the new jail is opened and staffed. If the
24 parties agree to a maximum number of scheduled vacation days, a
25 separate memorandum of understanding shall be executed.

26
27 C. Unscheduled vacation is defined as accrued vacation time which was
28 not scheduled during the bidding period. Such vacation time may be
29 requested on an individual basis for available days on a first-come,
30 first-served basis. These requests will be submitted to the employee's
31 immediate supervisor on a P-30 form and the request will identify the
32 date and time received.

33
34 D. All excess vacation accruals will be paid to the employee as monetary
35 compensation at the end of the calendar year, on an hour for hour
36 basis.

37
38 E. Vacation P-30s will be returned to the employees within forty-eight (48)
39 hours except for months of October and March.

40
41
42 F. If an employee is on suspension, injury leave, administrative leave,
43 sick leave or other leave during their scheduled vacation, any other
44 employee may request such vacation time as unscheduled vacation on
45 a first-come, first-serve basis.
46

1 G. Employees shall be compensated in cash at their regular rate of pay
2 for any unused accumulation of vacation when they are permanently
3 separated from the City.
4

5 Article 11. Injury Time

- 6
- 7 A. Time off for injuries in the performance of duty shall be granted in
8 accordance with the provisions of the Merit System Ordinance, applicable
9 administrative instructions and applicable personnel rules and regulations.
10
- 11 B. Injured or disabled employees will be accommodated in accordance with
12 State and Federal law.
13
- 14 C. When an employee is injured in the line of duty and if the employee's
15 doctor states that the employee may/may not work light duty and the City
16 Department of Employee Health disagrees, the City and the employee's
17 doctor will agree on an independent medical examiner at the City's
18 expense. The opinion of the physician performing the independent
19 medical evaluation will control, and the City will make every attempt to
20 place the employee in a light duty position consistent with the findings of
21 the independent medical evaluation.
22
- 23 D. After exhausting injury leave benefits, employees may be eligible to
24 receive donated vacation and sick leave in accordance with the Personnel
25 Rules and regulations.
26
- 27 E. The Union agrees to have two (2) officers serve on the Mayor's task force
28 on changes to injury time, should a task force be created.
29

30 Article 12. Leave Without Pay

- 31
- 32 A. All requests for leave without pay require approval of the
33 Department Head or his/her designee. Any request for leave
34 without pay for two (2) weeks or more requires approval of the
35 Chief Administrative Officer.
36
- 37 B. An employee may be granted leave without pay for a period not to
38 exceed one (1) year as a result of sickness or disability when
39 certified by a medical doctor or to run for non-City office.
40
- 41 C. Leave without pay may be granted for the purpose of attending
42 schools or courses when it is clearly demonstrated that the subject
43 matter is directly job related or for the purpose of preparing for a
44 career with the City service. Training provided by technical,
45 vocational trade schools and colleges approved by Veterans
46 Administration will be accepted by the City under this subsection.

1 D. Sufficient leave of absence without pay may be granted a
2 permanent employee to enable him to hold a non-City public office
3 to which he has been elected or appointed.

4
5 E. Union officials will be granted one (1) year leave without pay upon
6 request of the Union for the purpose of performing full-time duties
7 for the Union. Such leave will be renewed yearly upon request of
8 the Union.

9
10 F. Maternity leave will be administered in accordance with the
11 provisions of the Family Medical Leave Act.

12
13 G. Union officers may be granted time off from their normal duties
14 without pay to attend conventions, conferences, seminars and
15 Union meetings. If such leave is approved, the employee may
16 utilize accumulated vacation time and/or compensatory time.

17
18 **Article 13. Layoff and Recall**

19
20 A. When it is necessary to have a reduction in force, employees will be
21 laid off in reverse order of seniority within their department.

22
23 B. In the event of layoff, an employee will retain seniority in any
24 classification held within this bargaining unit and will be allowed to
25 apply the total length of continuous service within this bargaining unit
26 towards seniority.

27
28 C. An employee identified for layoff will be given at least fifteen (15)
29 working days notice.

30
31 D. The City will provide for Union input prior to any layoff.

32
33 E. An employee who is laid off has the responsibility of keeping the City
34 informed as to correct mailing address. An employee laid off due to a
35 reduction in force will be called back to work in his/her seniority order
36 according to the following procedure:

37
38 a. The City will advise the employee to be recalled by certified or
39 register US Mail. A copy of such recall notice shall be furnished
40 to the Union.

41
42 b. An employee upon receiving notice of recall will, within ten (10)
43 working days, acknowledge receipt by certified or registered
44 mail advising the Personnel Director of the date he/she will be
45 available for service, which available date must not be later than

1 thirty (30) calendar days from the date the employee receives
2 the recall notice unless there are extenuating circumstances.

3
4 c. Employees failing to comply with this section will forfeit their
5 recall rights. Failure to report following the receipt of the recall
6 will be considered an automatic resignation. It is understood that
7 the City will have discharged its obligation of notification to laid
8 off employees by having forwarded the recall notice as herein
9 outlined.

10
11 F. No new employees will be hired into the bargaining unit until all laid off
12 qualified employees have been given an opportunity to return to work.

13
14 G. Bidding on vacancies while on Layoff-Forced Assignment: Employee
15 who are assigned to a lower grade as a result of reduction in the work
16 force may bid for positions of a higher grade and pay. Should the
17 position bid for carry a grade and pay higher than the forced
18 assignment but lower than the position from which the employee was
19 initially downgraded, the employee will retain the recall rights to the
20 employee's initial position. Should the employee, while on forced grade
21 and pay than his initial position and the employee accepts the position,
22 the employee will relinquish all recall rights to the initial position held
23 prior to the forced assignment.
24

25 Article 14. Seniority

26
27 A. Seniority for the purpose of this Agreement is defined as follows unless
28 otherwise specifically provided for in other Articles of this Agreement.

29
30 a. The length of continuous service with the City of Albuquerque
31 as a full-time permanent employee obtained in the employee's
32 present department. Continuous service shall not be interrupted
33 if the employee was on approved leave of absence.

34
35 b. Employees who voluntarily transfer out of the bargaining unit to
36 accept other positions within City government may return to
37 their former position within thirty (30) days, if their former
38 position remains open without any loss of seniority.

39
40 c. The Employer shall prepare and maintain a seniority list as
41 defined in this section for employees in the bargaining unit. This
42 list shall include the employee's name, the employee's
43 classification and seniority date. A master seniority roster will be
44 developed for each department. This will be posted in a secure
45 area and updated as changes occur. Copies of the seniority
46 roster will be made available to the Union upon request.

- 1 d. If the City decides to merge any or all JSO (5Z84A) employees
2 as one (1) Unit or Department, the determining factor for
3 seniority will be the date of hire in the JSO (5Z84A) series.
4

5 **Article 15. Promotional Procedures and Policies**
6

- 7 A. Qualified employees within the bargaining unit will be given first
8 consideration for filling a vacancy within the bargaining unit,
9 promotions within the bargaining unit, transfer or assignment within the
10 bargaining unit.
11
12 B. Selection for promotion or transfer will be made on basis of education,
13 experience, training, skills, job performance and other abilities, as well
14 as test scores, where applicable. Where these are equal among
15 candidates, seniority in the Department will be the deciding factor.
16
17 C. The Employer agrees that when there is a vacancy within a division
18 which could allow an employee assigned to that unit a promotional
19 opportunity, a notice of such vacancy will be posted on the appropriate
20 bulletin boards for a period of seven (7) days. In cases where a
21 promotional testing list exists, vacancies will not be posted but
22 selection will be made from the list. The Union President will be
23 supplied copies of all circulars.
24
25 D. Testing scores will be posted without names. Officers who tested will
26 be informed of their test scores upon request.
27
28 E. An employee who applies for such a position and does not meet the
29 qualifications or who is not selected will, upon request, be given
30 appropriate written notice to include the reason(s) why the applicant
31 was not selected.
32
33 F. The City agrees to review the feasibility of establishing additional
34 procedures within each Department which involve testing and the
35 establishment of a promotional list.
36
37 G. The City and the Union will notify and encourage bargaining unit
38 employees to participate in Career Counseling Programs through the
39 City's Office of Career Development. The Union President will be given
40 written notice of career counseling programs as they become
41 available.
42
43
44
45
46

1
2 **Article 16. In-Service Training**
3

- 4 A. Management will provide employee training as necessary to maintain
5 job skills and certification requirements subject to the availability of
6 services.
7
8 B. Specialized training for bargaining unit employees will be posted for
9 seven (7) calendar days and read in briefing. Copies will be provided to
10 the Union President/designee. Selection will be determined on the job
11 performance, experience, qualifications and fitness. Where all are
12 equal, seniority shall be the deciding factor.
13
14 C. Upon request of the Union, the Union and the City shall meet to
15 identify areas where additional training will benefit employees and the
16 City.
17

18 **Article 17. Procedure For Approving Memorandums of Understanding**
19

20 The signatures of the Union President and the Director of Employee Relations,
21 as exclusive representatives on Memorandums of Understanding, shall be
22 binding on the parties.
23

24 **Article 18. Union-Management Safety/Security Committees**
25

- 26 A. It is the responsibility of all bargaining unit members, officials of the
27 Union and managers to contribute to a healthful and safe working
28 environment. In the furtherance of this policy, a joint
29 Union/Management Safety/Security Committee will be established in
30 every department to review safety issues and make recommendations
31 for improvement to the Department Director.
32
33 B. Security is included in this section only as it relates to safety. Members
34 of the Safety/Security Committees will meet at least once per month
35 during working hours without loss of pay. If issues arise requiring
36 immediate attention, the parties may agree to meet on a more frequent
37 basis. If minutes of the committee meetings are kept, such minutes
38 shall be made available to all committee members. Overtime shall not
39 be authorized for committee meetings.
40
41 C. Each committee will be composed of two (2) employees selected by
42 the Union President and two (2) employees selected by management.
43 The parties may agree to expand membership of these committees on
44 a case by case basis to adequately address issues of concern.
45

- 1 D. The Safety Committee will not initiate or recommend disciplinary
2 action.
3
4 E. Each committee will adopt guidelines governing the focus of its review.
5
6 F. Concerns regarding the effectiveness of Safety Committees may be
7 addressed at the department level or through the Employee Relations
8 Department.
9

10 **Article 19. Medical Coverage program**

- 11
12 A. The City will provide voluntary group medical insurance plan(s) for its
13 employees. The employee must pay 20% of the cost for himself/herself
14 and his/her family, if he/she elects to participate in one of the plans,
15 and the City will pay the remaining 80%.
16
17 B. The City will pay 80% of the employee's premium for the Dental Plan.
18 The employee will pay the remaining 20%.
19

20 **Article 20. Ambulance Service**

21
22 Ambulance service, as determined by the paramedic called to the scene, shall be
23 requested to take on-duty injured employees to a local hospital at the expense of
24 the City.
25

26 **Article 21. Disciplinary Action**

- 27
28 A. A pre-determination hearing shall be convened to determine the facts
29 regarding allegations against an employee which may result in
30 disciplinary action other than a verbal warning, oral counseling, a letter
31 of instruction or a letter of advisement/caution. The employee shall
32 have reasonable notice, but not less than four (4) days notice, of the
33 scheduled pre-determination hearing. A pre-determination hearing
34 notice shall list the charges against the employee and will include all
35 discovery against the employee. The City shall assure Union access to
36 the Policies and Procedures Manual for the purpose of representing an
37 employee with a pending pre-determination hearing. Within ninety-six
38 (96) hours of the pre-determination hearing, the employee will be
39 allowed an opportunity to review all evidence against the employee.
40
41 B. When notifying the employee of the charges against the employee, it is
42 recognized that the employee has the right to Union representation.
43 Written notification of investigation will be initiated within ten (10) days
44 of the commission, omission or discovery of the act that precipitated
45 the charges and the investigation. In cases where extensive

1 investigation is required, disciplinary action will not be initiated until the
2 facts have been established.

3
4 C. In the event disciplinary action is taken against an employee other than
5 the issuance of an oral warning, the employer shall promptly furnish
6 the employee in writing a clear and concise statement of the reasons
7 therefore.

8
9 D. Nothing in this section shall prevent the employer from disciplining or
10 discharging employees for just cause.

11
12 E. When disciplinary action is to be imposed, progressive discipline will
13 be considered when it appears that the merits of the case would lend
14 itself to this procedure.

15
16 F. When possible, criticism of employees and management will be in
17 private, away from the public and other employees.

18
19 G. An employee may propose in writing to management a level of
20 discipline he/she will accept for an offense prior to management
21 imposing disciplinary action. If management accepts the discipline
22 proposed by the employee, the issue will be considered settled and the
23 action will not be grieved.

24
25 H. The parties agree that investigations of disciplinary actions shall be
26 conducted in a manner that affords the employees involved an
27 environment that is conducive to problem solving. Union concerns over
28 investigations may be initially addressed to the Department Director.

29
30 I. The employee shall have the right to have Union representation during
31 the investigative, pre-determination and grievance process. The parties
32 agree investigations should be completed as quickly as possible. For
33 Corrections only, investigations shall normally be concluded within a
34 six (6) month period. The City may extend the investigation beyond six
35 (6) months provided the City has a compelling reason(s) for the
36 extension. The reason may include, but will not necessarily be limited
37 to, a homicide, riot, narcotics violation or an excessive force case. At
38 any time during the investigation, the Union and/or the affected
39 employee may request a status report on the investigation. The
40 request shall not be denied.

41
42 J. Honest employee and witness testimony is a central ingredient to the
43 establishment and maintenance of an internal investigation process
44 that is characterized as one that has integrity, efficiency and fairness.
45 Each employee or witness shall be free from inappropriate

1 interrogatories during any investigation. Each employee shall provide
2 information that is truthful during an investigation.
3

4 Article 22. Grievance Procedure

- 5
6 A. Nothing in this Agreement shall prevent any employee from instituting
7 or pursuing any grievance in his/her behalf without the assistance of
8 the Union. The City and the Union agree to work together to make
9 efforts to resolve grievances at the lowest level. The Union must be
10 notified at the filing of all grievances by the employee.
11
12 B. The aggrieved employee may have representation at any time or step
13 in the grievance procedure of disciplinary action.
14
15 C. As a condition of employment, employees are required to appear as
16 witnesses in grievance hearings when requested by the aggrieved
17 employee or by the City. Requests for the appearance of witnesses will
18 be made through the Department of Employee Relations. Any
19 employee called as a witness during working hours shall be paid at
20 his/her regular rate. The employee will be required to return to work
21 when he/she is no longer needed as a witness. Employees called as
22 witnesses during time off shall be paid at straight time for the time
23 spent at the hearing by whichever party is requiring the employee to
24 appear.
25
26 D. Procedure:
27
28 a. A grievance shall be defined as an alleged violation of the
29 Agreement.
30
31 b. Prior to filing a written grievance, an employee shall informally
32 discuss the grievance with the Department Director.
33
34 c. A grievance shall be considered null and void if the grievance is
35 not filed in writing at Step One within ten (10) workdays after the
36 act, commission or omission that generated the grievance
37 occurred.
38
39 d. Step One: If the employee is not satisfied with the results of the
40 informal meeting, the employee may file a written grievance with
41 the Department Director no later than ten (10) workdays after
42 the act, commission or omission that generated the grievance.
43 occurred. The Department Director will submit a written
44 response to the grievance to the employee and the Employee
45 Relations Director no later than ten (10) workdays after the

1 Department Director received the grievance. The Department
2 Director shall also send a copy of the response to the Union.

- 3
- 4 e. Step Two: If the employee is not satisfied with the Department
5 Director's written grievance response, the employee may appeal
6 the grievance in writing to the Employee Relations Director no
7 later than ten (10) working days after receiving the Director's
8 written response. The employee shall submit a copy of the
9 appeal to the Union and then to the Employee Relations
10 Director. The Employee Relations Director shall convene a
11 meeting to discuss the grievance within fifteen (15) workdays
12 after receiving the grievance. The employee may have a Union
13 representative attend the meeting and the Department Director
14 may be represented by a person of the Department Director's
15 choice. No later than ten (10) workdays after the close of the
16 meeting, the Employee relations Director shall issue a written
17 finding to the employee, the Union and the Department Director.
- 18
- 19 f. If the Union and the employee are not satisfied with the
20 Employee relations Director's written finding, the Union may
21 appeal the grievance to the City's Labor-Management Relations
22 Board within thirty (30) days after receipt of the findings.
- 23
- 24 g. The time limits set forth herein shall be considered maximums.
25 The parties may only extend the time limits by executing a
26 written extension. If a grievance is not filed or appealed by the
27 employee or Union in a timely manner, the grievance shall be
28 considered null and void. If the City does not respond to a
29 grievance in a timely manner, the grievance shall automatically
30 be appealed to the next step.
- 31

32

33 **Article 23. Union Steward Appointments**

34

- 35 A. The Union shall appoint stewards and provide the employer with a list
36 of such stewards designated by division, shifts or work units. Local
37 1888 hereby reserves the right to make any changes of Union
38 stewards at any time so long as the affected Department within the
39 bargaining unit is informed within a reasonable period of time.
- 40
- 41 B. The Union will furnish the employer with a list of all Union non-City
42 employee officials who would have reason to visit the work site. All
43 visits will require that the Department Heads, division heads or shift
44 supervisor involved have prior notification. Access to premises by non-
45 City employee Union personnel will have prior approval from the
46 director or designee.

1
2 **Article 24. Elections and Appointments**

3
4 The City will notify the Union of elections or appointments to the City's Labor
5 Relations Board and the Personnel Board.
6

7 **Article 25. Bulletin Board**

- 8
9 A. The Employer will provide and post a secured, four foot by four foot
10 (4'X4') bulletin board in a location mutually agreed upon by the parties
11 for the display of official Union literature, correspondence or notices.
12 The Union will provide a lock for the board and a key for the lock to the
13 director.
14
15 B. The bulletin board will not be used to criticize the Union, any of the
16 Union's policies or any of the Union officers or management. Literature
17 pertaining to management will be given to the director or designee
18 prior to posting.
19

20 **Article 26. Rules and Regulations**

- 21
22 A. The Employer hereby agrees that any changes to Rules and
23 Regulations within each department shall not be in direct conflict with
24 Local 1888's existing contract.
25
26 B. The Employer agrees to notify Local 1888 in advance and in writing of
27 any proposed changes to Rules and regulations for review purposes,
28 and to provide input.
29

30 **Article 27. Employee Personnel File**

- 31
32 A. A copy of any material pertaining to an employee's performance or to
33 disciplinary actions to be placed in the employee's personnel files must
34 be presented to the employee for signature and review.
35
36 B. By arranging an appointment in advance, employees shall be allowed
37 to review the contents of their departmental personnel file during
38 normal working hours (8:00 am to 5:00 pm). Reasonable requests for
39 copies or documents in the file shall be honored and reasonable
40 charges made for such copies.
41
42 C. Only the personnel file kept in the Personnel Services department will
43 be used for interdepartmental interviews.
44
45 D. Employees shall have the right to submit written responses to all
46 derogatory documents placed in their Personnel Services or

1 Departmental file within each Department. Such written responses will
2 be placed in the appropriate file. Derogatory material may be purged
3 from the employee's Departmental file at the Department Head's
4 discretion.

5
6 E. Personnel Services Departmental files are a permanent record of an
7 employee's performance with the City of Albuquerque. Such files will
8 not be purged. However, employees who have been cleared of any
9 charges shall not have reference of any of these charges included in
10 their permanent personnel file.

11
12 F. It is hereby recognized that, upon written notification by the employee,
13 the Union will be allowed to view his/her file.

14
15 G. The Union President or designee may request to meet with the
16 Department Director to mediate disputes concerning purging of
17 derogatory material from Departmental personnel files.

18
19 **Article 28. Job Descriptions and Classification Change**

20
21 A. The official job description for any position will be maintained by the
22 Human Resources Department. The Union and the employee or the
23 employee alone may review the job description for the position he/she
24 holds.

25
26 B. The Union will be given the opportunity to provide written input to the
27 Human Resources Department, requesting existing job descriptions,
28 changes to job descriptions and new job descriptions.

29
30 C. Upon request of the Union President or designee, the Union will be
31 provided a copy of job descriptions for positions within their bargaining
32 unit.

33
34 **Article 29. Dead Animal Pickup**

35
36 Animal Control Officers will not be required to pick up dead animals.
37 However, when an officer responds to an injured animal call and finds the
38 animal has just died and has not started to decompose, the officer will pick
39 up the fresh carcass and bag same into a plastic refuse bag provided by
40 the City for immediate transport to the appropriate location. Animal Control
41 Officers will be issued protective gear to avoid contamination of their
42 uniforms while picking up dead animals.

43
44 Upon request of the Union representatives, the Employee Relations
45 Department and the Animal Services Division will meet to improve the

1 effectiveness and efficiency of this effort and to explore alternative
2 methods of providing this service to the public.
3

4 Article 30. Critical Incidents

- 5
- 6 A. On the order of the supervisor in charge, Corrections Officers will be
7 issued proper safety equipment (mask, helmet and baton) during the
8 disturbance. Corrections Officers will be instructed by supervisory
9 personnel on the use of the safety equipment. All employees will be
10 trained annually in the use of batons, cuffs, masks, etc. by qualified
11 trainers.
- 12
- 13 B. Upon completion of resident Disturbance Riot Control State certified
14 training, the parties will meet and review existing departmental policies
15 relevant to these types of emergencies in an effort to review the need
16 to conform with current procedures followed by public correctional
17 facilities.
- 18
- 19 C. Employees who, during the performance of the duties, are seized,
20 detained by force, threatened or are victims of significant battery will be
21 referred to the Employee Assistance Program for evaluation to
22 determine if the employee can perform the essential functions of the
23 job. If determined that the employee cannot return to duty, the
24 employee will remain on injury time until the employee has been
25 released to return to duty. It is the intent of this section to ensure
26 adequate care and treatment as well as uninterrupted pay for
27 employees involved in work related injuries.
- 28
- 29 D. In the event that critical stress incidents including, but not limited to,
30 work peer suicide or work related death of a co-worker occurs,
31 employees will be referred to the Employee Assistance Program for
32 counseling. These counseling sessions will be kept confidential. The
33 Employer shall provide employees appropriate and adequate critical
34 incident stress debriefing (hereinafter referred to as "CISD") through
35 the E.A.P.
- 36
- 37 E. The City will notify the Union President or the President's designee of
38 any serious disturbance such as a riot or hostage situation that affects
39 an employee. This commitment shall not be interpreted or
40 implemented in a manner that limits the ability of the City effectively
41 address and resolve the disturbance. Failure by the City to notify the
42 President of the disturbance may be initially grieved to the Director of
43 Employee Relations.
44
45
46

1 **Article 31. Inoculation and Immunization**

- 2
- 3 A. Employees, while on duty, who are exposed to a contagious disease
- 4 will receive any necessary inoculation and immunizations for
- 5 himself/herself and his/her family at the City's expense.
- 6
- 7 B. The City will take appropriate measures, as determined by the City
- 8 Occupational health and Safety Division to protect employees from
- 9 contagious diseases.

10

11 **Article 32. Performance Evaluations**

- 12
- 13 A. The parties recognize that Department Directors may choose to
- 14 implement a systematic performance evaluation system at the level of
- 15 the Department, division, work unit or by employee classification. For
- 16 an employee to be evaluated, performance evaluations will be
- 17 conducted by the supervisor(s) for all subordinates assigned to his/her
- 18 charge at least annually, but not more than biannually. No evaluation
- 19 will be made of any employee by his/her immediate supervisor(s) until
- 20 that employee has served under the supervisor(s) for at least three (3)
- 21 months. When this is not possible, evaluations shall be conducted in
- 22 conjunction with previous supervisor(s) when possible.
- 23
- 24 B. At the employee's request, negative performance evaluations shall be
- 25 reviewed up to the Department Head who may modify, rescind or
- 26 affirm the evaluation in question. Upon request, the employee shall
- 27 receive a copy of the evaluation upon signing the document.
- 28
- 29 C. Any deficiencies noted in the performance evaluation shall call for a
- 30 meeting between the supervisor and the employee in which the
- 31 deficiencies and possible corrective action are discussed. The
- 32 employee may write down their disagreement with noted deficiencies
- 33 and have it included with the performance evaluation.
- 34
- 35 D. Evaluations should not include ratings solely reflecting a lack of
- 36 specialized training normally provided by the City, but not made
- 37 available to the employee.

38

39 **Article 33. Storage of City Equipment**

40

41 Storage that provides a reasonable amount of security will be provided for City

42 equipment and employees will not be required to take equipment home except

43 when the employee is on standby status.

44

1 Employees who are to take City equipment home will be held responsible for its
2 maintenance and care and replacement in the event it is damaged or lost. A
3 policy addressing the storage of weapons will be established by the department.
4

5 **Article 34. Safety**

6
7 Safety is an integral part of the responsibilities of every manager, supervisor and
8 employee. Safety management exists to assist managers, supervisors and
9 employees in better performance of their duties.

- 10
11 A. Employees shall comply with such rules, regulations and practices as
12 may be prescribed for the conduct of employees in order to provide
13 safe, sanitary and healthful working conditions.

14
15 For all employees covered by this Agreement, the Employer shall:

- 16
17 a. Provide safe and healthy working conditions and practices.
18
19 b. Provide safe, healthy and clean work sites and grounds.
20
21 c. Provide a safe and secure area for employee meal and break
22 periods.
23
24 d. Maintain in safe working condition all City-owned motor
25 vehicles, tools and equipment
26
27 B. When the security and safety of staff or public is questionable, the two
28 person concept shall be used per Policy and Procedures/SOP.
29
30 C. The City and management must use its best efforts to provide a safe
31 work environment. A.O.A. and the department heads will work in
32 conjunction to create a safe work environment.
33
34 D. City Security Only: The City shall ensure that officers working special
35 events of two (2) people or more shall be posted a minimum of one-
36 half (1/2) hour prior to the event and a minimum of one-half (1/2) hour
37 post event.
38

39 **Article 35. Equipment Cleanup**

40
41 It is recognized that it is the Officers' responsibility to maintain his/her equipment
42 in a clean and sanitary condition. Sufficient time will be allotted to perform these
43 duties.
44
45
46

1 **Article 36. Internal Affairs Investigations and Polygraph Examination**

- 2
- 3 A. All employees required to appear as witnesses or charged with a
- 4 violation investigated by Internal Affairs shall have the right to have any
- 5 City employee who is a member of the bargaining unit present.
- 6
- 7 B. Any representative who may be present at an investigation on behalf of
- 8 a witness or employee charged with a violation may not interfere with
- 9 the investigation being conducted. Interference with the conduct of the
- 10 investigation may itself be a cause for disciplinary action. In the event
- 11 the investigation is interrupted due to interference by a representative,
- 12 the employee being investigated will be required to attend a
- 13 subsequent exam without pay. Any representative will be on leave
- 14 without pay in the event such employee is on duty. That representative
- 15 may not themselves be a witness or subject of investigation for the
- 16 matter under investigation. The interrogation of any employee shall be
- 17 when the employee is on duty unless the extremities of the
- 18 investigation otherwise dictate, as determined by the City.
- 19
- 20 C. The employee shall be informed of the nature, if known, of the
- 21 investigation before any interrogation commences. Sufficient
- 22 information shall be disclosed to reasonably apprise the employee of
- 23 the allegations.
- 24
- 25 D. No matter handled by the Internal Affairs Unit shall be included in the
- 26 employee's personnel file unless formal charges are brought against
- 27 the employee.
- 28
- 29 E. All charges leading to disciplinary action shall be grievable.
- 30
- 31 F. Employees shall have the right to use their own audio recording
- 32 devices in the observer's area only during their interview. The
- 33 employee must inform Internal Affairs they are recording the interview.
- 34
- 35 G. An employee must, as a condition of continued employment, truthfully
- 36 answer any and all questions relating to the matter under investigation
- 37 whether the employee is a participant or witness to the matter.
- 38
- 39 H. Any investigation that will probably result in criminal charges being filed
- 40 may be concluded and the matter will be turned over to the
- 41 Albuquerque Police Department, BCSO, State Police or other
- 42 appropriate law enforcement agency.
- 43
- 44 I. The Department Director or designee and only the Department
- 45 Director or designee may order a polygraph examination as a condition
- 46 of continued employment and only after the following has been done:

1
2 a. After the Department Director has carefully reviewed the entire
3 case.

4 b. All investigative leads have been exhausted.
5

6 The employee who is being examined by a polygraph device shall not be
7 entitled to a City employee representative present in the examination
8 room. Such representative may witness the examination from the
9 observer's room. The conditions regarding City employee representative
10 applicable to Internal Affairs' investigations are applicable to polygraph
11 examinations.
12

13 J. The name of the person making allegations shall be disclosed to the
14 alleged wrongdoer by the investigator. Disclosure of the complainant's
15 name will not be required if revealing his/her name jeopardizes the
16 investigation.
17

18 K. The interrogation shall be completed as soon as possible and the
19 actual interrogation shall be completed as follows:
20

21 a. A maximum of three (3), three (3) hour periods within a period of
22 twenty-four (24) hours with a one (1) hour break between
23 sessions. In no event shall the employee's interrogation
24 sessions exceed eleven (11) hours. On duty personnel shall be
25 paid overtime for any time after their regular eight (8) hour shift
26 has ended. Off duty personnel shall be paid overtime for the
27 time they are required to be present. The one (1) hour break
28 shall be defined as time worked.
29

30 b. In all instances in addition to the one (1) hour breaks provided
31 for in paragraph (a) above, time shall be provided for personal
32 necessities as reasonably necessary.
33

34 L. The employee shall not be subject to coercion or promises of reward
35 as an inducement to answer questions. Nothing herein is to be
36 construed to prohibit the investigating officer from informing the
37 employee that his/her conduct can become the subject of disciplinary
38 action.
39

40
41 **Article 37. Dues Checkoff**
42

43 A. During the life of this Agreement and upon receipt of a voluntary
44 authorization for dues deduction card, the City will deduct from the pay
45 of each employee who has executed an authorization card,
46 membership dues levied by the Union in accordance with its

1 constitution and by-laws. The Union will provide dues deduction and
2 termination cards. Termination cards must be signed by the Union
3 President. An employee wishing to terminate their dues may do so
4 during the first week of January and July.

5
6 B. The City agrees to forward to the Local 1888 Treasurer all dues
7 withheld pursuant to valid authorization cards. Dues withheld will be
8 forwarded to the designated Union Treasurer for each payroll period.
9 The City will be notified in writing as to whom the designated Union
10 Treasurer is by elected Union President.

11
12 C. The Union shall indemnify, defend and save the City harmless against
13 any and all claims, demands suits or other forms of liability that shall
14 arise out of or as a result of any conduct taken by the City for purpose
15 of complying with this section.

16
17 D. Employees may authorize for payroll deduction amounts over the
18 minimum dues levied by the Union by submitting a written voluntary
19 request on an approved form.

20
21 E. Employees promoted to a position outside the bargaining unit will be
22 automatically withdrawn from Local 1888 membership by Personnel
23 Action Form P-1 processed by the City.

24
25 F. On request of Local 1888, the employer agrees to furnish the Union a
26 list of bargaining unit members on an annual basis. This list shall
27 include the pay, grade, name, date of hire, classification, Social
28 Security number and work location.

29
30 **Article 38. Work Hours**

31
32 A. Work Schedules: An employee's normal work week shall be forty (40)
33 hours per week, eight (8) hours per day, five (5) consecutive days, of
34 eight (8) consecutive hours per week, except for employees presently
35 working ten (10) hours per day, four (4) consecutive days of ten (10)
36 consecutive hours per week.

37
38 B. Employees working eight (8) or ten (10) hour shifts shall be granted a
39 meal period with pay of thirty (30) minutes. Should a disruption occur,
40 which requires the immediate attention of the employee, the employee
41 will respond to the disruption and shall later be allowed to resume
42 his/her meal period.

43
44 C. A meal period with pay of up to thirty (30) minutes shall be granted to
45 employees required to work more than two (2) hours beyond the
46 regular shift. Should a disruption occur which requires the immediate

1 attention of the employee during his/her meal period, the employee will
2 respond to the disruption and shall later be allowed to resume his/her
3 meal period. An employee who is not provided the opportunity to take
4 a thirty (30) minute meal period shall receive overtime pay for the thirty
5 (30) minutes.

6
7 D. Rest Period: Normally, employees will be allowed to take their fifteen
8 (15) minute rest breaks during each half shift within the second and
9 third hour of each shift. Rest periods may not be accumulated or
10 normally postponed. Should a disruption occur which requires the
11 immediate attention of the employee during his/her rest period, the
12 employee will respond to the disruption and shall later be allowed to
13 resume his/her rest period. An employee who is not provided an
14 opportunity to take a fifteen (15) minute break shall receive overtime
15 pay for the fifteen (15) minutes.

16
17 E. Split shift: No employee will be required to work a split shift.

18
19 F. Consecutive Shifts: No employee shall be required to work two (2)
20 complete consecutive shifts without an eight (8) hour period off work
21 following the two (2) consecutive shifts worked except in declared
22 emergencies.

23
24 G. Declared Emergency: A declared emergency is defined as a turn of
25 events which endangers the health and safety of the public and/or
26 employee. Such an emergency must be declared by the Department
27 Director before each emergency in writing and shall be posted in a
28 conspicuous place.

29 30 Article 39. Leave With Pay

31
32 A. As a benefit of employment with the City of Albuquerque, leave with
33 pay is available for the following reasons: vacation, sickness, injury,
34 emergencies, City business, jury duty, voting, annual military services
35 and education and leave with pay taken in conjunction with the
36 F.M.L.A. policy.

37
38 Leave with pay may be granted to elected Union Officials to attend
39 meetings where the good of the City's services is involved, as
40 determined by the Director of Employee Relations.

41
42 All requests for leave will be submitted for approval on the City Form
43 P-30 and shall have any necessary documentation attached.
44 Employees desiring to be absent from duty before the necessary forms
45 have been submitted and approved must request approval from the

1 supervisors on duty within a reasonable time prior to the start of their
2 shift.

- 3
4 B. Legal holiday: Legal holidays for the employees of this unit are as
5 follows:

6		
7	New Years Day	January 1st
8	Martin Luther King's Birthday	Third Monday in January
9	Presidents Day	Third Monday in February
10	Memorial Day	Last Monday in May
11	Independence Day	July 4 th
12	Labor Day	First Monday in September
13	Veterans Day	November 11 th
14	Thanksgiving Day	Fourth Thursday in November
15	The Day After Thanksgiving	Fourth Friday in November
16	Christmas Day	December 25 th
17	Employee Birthday	Employee Date of Birth

18 Five (5) of the current holidays shall be designated as floating holidays.
19 This means that the employee may during the month of December, for
20 the following year, specify in writing to the Department Head which of
21 the five (5) holidays he/she wishes to take at other than the designated
22 dates identified above.

- 23
24
25 C. Employees shall receive holiday pay at straight time at their hourly rate
26 of pay for eight (8) hours, for all holidays not worked. In the event that
27 an employee is required to work on a holiday and does not exercise an
28 option to take a floating holiday, he/she shall be paid holiday pay at the
29 rate mentioned above plus time and one half for all hours worked.
30
31 D. Employees who are required to work on a holiday may designate that
32 holiday a floating holiday. If the employees elect to exercise this option,
33 they will work the designated legal holiday at straight time pay and may
34 opt to receive either time and one-half off duty or time and one-half
35 pay.

36
37 **Article 40. Sick Leave, Emergency and early Retirement Leave**

- 38
39 A. Sick leave: Sick leave shall accrue at the rate of 3.70 hours, bi-weekly.
40 The maximum accumulation is 2000 hours. Conversion of sick leave
41 may be accomplished in the following manner:

- 42
43 a. Sick leave accumulation over 500 hours may be converted at
44 the rate of (a) three (3) hours of sick leave for one (1) hour's
45 vacation or (b) three (3) hours of sick leave for one (1) hour pay.
46

1 b. Sick leave accumulation over 850 hours may be converted at
2 the rate of (a) two (2) hours sick leave for one (1) hour vacation
3 or (b) two (2) hours of sick leave for one (1) hour pay.

4 c. Sick leave accumulation over 1200 hours may be converted at
5 the rate of (a) three (3) hours sick leave for two (2) hours
6 vacation or (b) three (3) hours sick leave for two (2) hours pay.
7

8 The employee must notify the Human resources department if he/she
9 wishes to convert at the 500, 850 or 1200 hours accumulation.
10

11 B. Emergency leave: Emergency leave charged to sick leave for up to
12 three (3) days may be requested when the presence of the employee
13 is required by a physician as a result of a serious illness or injury to the
14 employee's immediate family. The City will allow as many as five (5)
15 days emergency leave per incident. As for death in the immediate
16 family, the immediate family for this purpose shall include the
17 employee's spouse, children, parents, parents-in-law, grandparents,
18 brother and sister. If travel over 500 miles (one way from Albuquerque)
19 is required for a death or illness in the immediate family, one (1)
20 additional leave day may be granted. Employees may elect to use
21 accrued vacation leave instead of sick leave for "emergency leave;"
22 however, they shall still be subject to the conditions of using
23 "emergency leave."
24

25 C. Early Retirement Conversion: An employee with a minimum of ten (10)
26 years of service or who turns sixty (60) years of age, may convert all
27 unused sick leave to early retirement leave. In all cases of early
28 retirement, accumulated sick leave shall be converted to early
29 retirement leave at a ratio of one (1) hour of sick leave for one (1) hour
30 of early retirement leave. The employee may accrue sick leave up to 0
31 2000 hours, may convert accruals up to 2000 hours to early retirement.
32

33 D. Employees who have been absent from work for sick leave on at least
34 three (3) occasions and have missed more than fifty-six (56) hours of
35 personal absence sick leave during the preceding twelve (12) (rolling
36 calendar year) months shall not be granted further personal absence
37 sick leave until their utilization falls below this level. Doctor's
38 certification will only be required after exceeding the fifty-six (56) hour
39 rule or when a pattern of flagrant violations exists. Personal absence
40 sick leave does not include sick leave taken for:
41

42 a. Emergency Leave.
43

44 b. Hospitalization, out-patient surgical procedure, or serious
45 medical procedures.
46

- c. Leave taken pursuant to the Family Medical Leave Act. ("FMLA").
- d. Leave taken as a reasonable accommodation pursuant to the American With Disabilities Act (ADA);
- e. Serious illness as verified by a physician's statement.
- f. Legal quarantine;
- g. Childbirth

Except for flagrant violation, no disciplinary action shall be taken against employees not in compliance with this subsection.

- E. All employee sick leave balances within the preceding nine (9) months from the signing of this contract are to be counted. For every month that no sick leave is taken during the first three (3) months of this contract period, eight (8) hours will be exempted from the total used in the previous nine (9) months.
- F. Employees who utilize zero (0) hours of sick leave over six (6) consecutive months will be awarded one (1) day of leave in accordance with Council Resolution R-445.
- G. Employees should plan to begin processing for retirement at least six (6) months before the projected date of retirement. Assistance may be obtained through the Human Resources Department.
- H. Sick leave Conversion at Retirement: An employee may convert one hundred percent (100%) of accumulated sick leave to be applied to early retirement leave immediately prior to the effective date of retirement.

Employees may convert one hundred percent (100%) of their sick and vacation leave accumulations to cash payment at time of retirement.

Article 41. Clothing Allowance

Each employee shall receive a clothing and personal properties allowance of six hundred dollars (\$600.00) per year to be paid at the rate of fifty dollars (\$50.00) per month on the first payday of each month. Payments may be prorated on a pay period basis, twenty-six (26) equal payments per year.

1 **Article 42. Health Aids Damaged In The Line Of Duty**

- 2
- 3 A. Health aids damaged in the line of duty will be repaired or replaced by
- 4 the City.
- 5
- 6 B. Employees' watches damaged in the line of duty will be reimbursed for
- 7 such damage up to a maximum of forty dollars (\$40.00) receipt and
- 8 incident report required.
- 9
- 10 C. Replacement of health aids shall be of equal construction for those
- 11 items damaged or broken.
- 12

13 **Article 43. Pay Plan**

- 14
- 15 A. The following pay plan shall be in effect for all Corrections' employees
- 16 for the duration of this Agreement:
- 17
- 18 a. Corrections Officers (1 to 5 years of service): \$13.50 per hour
- 19
- 20 b. Senior Corrections Officers (5 or more years of service): \$15.00
- 21 per hour
- 22
- 23 c. For purposes of determining length of service for pay purposes
- 24 only, time spent in probationary status will be considered years
- 25 of service as a Corrections, City Security and Animal Control
- 26 Officers.
- 27
- 28 d. Security and Animal Control Officers:
- 29

30 Effective With the First Full Pay Period in July 2002

31

32 Grade	1	2	3	4	5	6	7	8	9
33 Steps									
34 10	5.30	9.40	9.77	10.17	10.58	11.00	11.44	11.90	12.37
35 11	6.18	10.37	10.78	11.22	11.66	12.12	12.62	13.12	13.65
36 12	7.21	10.55	10.97	11.41	11.87	12.34	12.83	13.35	13.88

37

- 38 B. Effective June 29, 2002, each employee in Animal Control and City
- 39 Security units who is eligible for a compensation enhancement under
- 40 the recommendations set forth in the City's Anderson Study shall
- 41 receive the remainder of the recommended enhancement that has not
- 42 already been implemented. Each Animal Control and Security
- 43 employee shall also receive a one-time payment in the employee's
- 44 July 2, 2002 paycheck equal to the Anderson Study's third installment
- 45 increase for the period May 4, 2002 through June 28, 2002, or four (4)
- 46 pay periods.

1
2 C. During the term of this agreement, the labor management Committee
3 shall meet to discuss the feasibility of implementing a "bilingual" pay
4 differential for eligible employees. At a minimum, the Committee shall
5 study the following issues:

- 6
7 a. Eligibility requirements
8
9 b. Benefits to the City of a differential
10
11 c. Cost of the differential

12
13 D. If the City gives any other City bargaining unit a salary increase
14 or improved economic benefit during the term of this Agreement
15 that employees of the Local 1888 bargaining unit are not currently
16 receiving and that was not negotiated by the City prior to the
17 commencement of this agreement, the Union may re-open
18 negotiations on the enhancement with the City by providing
19 written notice of its intent to the City. The following two (2) items
20 shall not be considered salary or benefit enhancements for the
21 purpose of this section: City implementation of remaining phases
22 of the Anderson Study and increases of the City's share of health
23 insurance premiums to a maximum of 80% City responsibility.
24

25 **Article 44. Step Increases**

26
27 There will be no step increases during the term of this Agreement.
28

29 **Article 45. Longevity Pay**

30
31 A. Employees will receive longevity pay as follows:

	Pay Period
32 5 to 10 years of continuous service	\$28.07
33 10 to 15 years of continuous service	\$32.69
34 15 to 20 years of continuous service	\$37.31
35 Over 20 years of continuous service	\$41.92

36
37
38
39 B. Employees reaching new longevity thresholds during the contract will
40 be paid the rates printed in the contract.
41

42 **Article 46. Shift Differential**

43
44 A. Employees permanently assigned to the Swing Shift will receive fifteen
45 cents (.15) per hour shift differential pay and twenty cents (.20) per
46 hour shift differential pay for permanent assignment to Graveyard Shift.

1
2 B. Swing and Graveyard Shifts will be defined by each department.
3

4 **Article 47. Temporary Upgrades**
5

6 A. Temporary upgrades are voluntary assignments. Employees who are
7 temporarily upgraded must be qualified, perform the duties and
8 assume the responsibilities of the position. When possible selections
9 for temporary upgrade will be made from the current promotional list.
10 When selections are not made from the current promotional list,
11 selections for temporary upgrades normally will be made based on an
12 employee's qualifications, fitness and ability to perform the work and
13 job performance. When all other factors are equal, seniority shall be
14 the deciding factor.

15
16 B. Bargaining unit employees who are temporarily upgraded to
17 supervisory positions are responsible for the documentation of
18 employee actions which could lead to disciplinary action but will not be
19 required to initiate disciplinary action. Employee action which requires
20 immediate disciplinary action will be initiated by the next level of
21 management personnel on duty.

22
23 C. Employees on upgrade status to a management position will receive
24 an eight percent (8%) increase above their regular rate of pay or the
25 entry rate of pay for the given position, whichever is greater.

26
27 D. The City agrees to discourage frequent assignment of employees
28 below their regular classification and agrees not to lower an
29 employee's pay on temporary assignment to lower classifications.

30
31 E. Temporary upgrades will be documented by the City.

32
33 F. Every six (6) months the Employer will post a sign-up sheet to allow
34 the employees to sign up to volunteer for temporary upgrades.
35

36 **Article 48. Shift Exchanges**
37

38 A. Each department will implement a program providing for the exchange
39 of shifts in the same work units. Employees of equal rank and like
40 qualifications may exchange shifts by notifying, in advance of the work
41 shift, the supervisor designated by the department. The officer who
42 accepts the responsibility of working another officer's shift shall do so
43 in writing. In the event an employee reports off for any reason, the
44 employee who agreed to work that employee's shift shall be docked at
45 the rate of time and one-half. The trading of time on holidays shall be
46 allowed. Any exchange of shift agreement shall normally be approved

1 twenty-four (24) hours before the agreement is to be implemented. It is
2 understood that this agreement is solely for trading of shifts and is not
3 intended to change the work week cycle. Nor shall any employee be
4 removed from this program for any reason other than failing to report
5 for a shift exchange. Employees failing to report for a shift exchange
6 shall not be allowed to participate in the program for sixty (60) days. If
7 the employee fails for a second time, that employee shall be excluded
8 for six (6) months. A third failure excludes the employee for one (1)
9 year.

10
11 B. Each department shall maintain rules and regulations that implement
12 the provisions of this section to meet Department and employee
13 needs. Uses of shift exchange include but are not limited to the
14 following:

- 15 a. Vacation
- 16
- 17 b. Representing the department in Special Events
- 18
- 19
- 20 c. Emergency
- 21
- 22 d. Personal Leave
- 23
- 24 e. Union Business
- 25

26 C. Upon sixty (60) days notice to the other party, either the Union or the
27 Department (with the agreement of the Employee Relations
28 Department) may cancel this program. Such cancellations shall be
29 done by individual Departments.

30
31 D. It is understood that the exchange of shift agreements require approval
32 of the supervisor designated by the Department.

33
34 E. Employees may not exchange a shift for monetary payment under any
35 circumstances.

36
37 **Article 49. Savings Clause**

38
39 A. Should any part of this Agreement or any provisions contained herein
40 be declared invalid by any tribunal of competent jurisdiction, the validity
41 of the remaining portions shall not be affected.

42
43 B. Should this occur the parties will immediately meet to negotiate a
44 suitable provision to replace the provision held invalid.
45

1 **Article 50. Zipper Clause**
2

3 The parties agree that this is the complete and only Agreement between the
4 parties. Each party has negotiated on all issues identified for negotiations and
5 such negotiations have led to this Agreement. No additional negotiations will be
6 conducted on any item, whether contained herein or not, except by mutual
7 agreement of the parties. This Agreement replaces any and all previous
8 agreements between the parties.
9

10 The parties acknowledge that during the negotiations which resulted in this
11 Agreement, each had the unlimited right and opportunity to make demands and
12 proposals with respect to all proper subjects of collective bargaining and that all
13 such subjects have been discussed and negotiated upon and the agreements
14 contained in this Agreement were arrived at after the free exercise of such rights
15 and opportunities; therefore, the Employer and the Union, for the life of this
16 agreement, each voluntarily and unqualifiedly waives the right and each agrees
17 that the other shall not be obligated to bargain collectively, but could if mutually
18 agreed, with respect to any subject matter not specifically referred to or covered
19 in this Agreement, even though such subject or matter may not have been within
20 the knowledge or contemplation of either or both of the parties at the time they
21 negotiated or signed this Agreement.
22

23 Furthermore, it is understood and agreed that employees have only those
24 contractual rights specifically granted to them by the specific language of this
25 Agreement. Neither the Union nor the employees have any implied or inferred
26 contractual rights. The Union shall be the exclusive representative for those
27 contractual rights.
28

29 **Article 51. Uniforms**
30

31 A. Employees in the Corrections department will not be required to wear
32 ties except in conjunction with the wearing of a long sleeved shirt or
33 when serving as a Transportation Officer.
34

35 B. The first badge will be provided by the City at the City' expense. Any
36 misuse of the badge may lead to disciplinary action being taken
37 against the individual who misused his/her badge. Any lost badges will
38 be replaced by the City and the employee will incur the replacement
39 cost. Badges will remain the property of the City and will be retained
40 by the City in the event of separation of service. Upon retirement, the
41 City will present the employee with his/her badge.
42

43 C. Any changes to the Uniform Policy will be done in accordance with
44 Article 26 of this Contract.
45

1 **Article 52. Compensatory Time**

2
3 A. Compensatory time is hereby established as a pilot project in each
4 department as follows:

5
6 Employees who are required to work overtime in excess of their normal
7 forty (40) hour work week may choose one and one-half time payment or
8 one and one-half compensatory time. The employee must make this
9 choice prior to working the overtime assignment.

10
11 Employees will be allowed to accrue a maximum eighty (80) hours of
12 compensatory time. Approved compensatory time will be used on a first-
13 in, first-out basis with a maximum retention time of twelve (12) months.
14 Compensatory time not used within twelve (12) months of the time it was
15 accumulated will be cashed out at the employee's regular hourly rate.

16
17 B. Employees with accrued compensatory time shall, upon termination,
18 be paid for the unused compensatory time at the employee's regular
19 hourly rate.

20
21 C. Any department or the Union may terminate this pilot project upon
22 fourteen (14) days after notice to the other party. During the fourteen
23 (14) days after notice and preceding termination the parties may meet
24 and confer to attempt to resolve problems in implementing this Article.
25 If the problems are resolved to all parties' satisfaction, the termination
26 notice will be rescinded.

27
28 **Article 53. Burial and Funeral Expenses**

29
30 A. The City agrees to defray funeral and burial expenses of any employee
31 killed under honorable circumstances in the line of duty to a maximum
32 of eight thousand dollars (\$8000.00).

33
34 B. The City shall pay the designated beneficiary of a deceased employee
35 the total amount of sick leave accumulated as of the date of his/her
36 death.

37
38 **Article 54. Firearms**

39
40 A. Departments will establish firearms operating procedures and provide
41 training. Existing departmental firearms operating and training
42 procedures will be reviewed by the City Legal Department.

43
44 B. The City will schedule practice time for each employee issued a
45 firearm. Sufficient ammunition will be provided at no cost to the
46 employee.

1
2 **Article 55. Monthly Award Incentive Program**

- 3
4 A. Committees may be established within each Department in
5 accordance with Article 57 of this Agreement to review and
6 recommend improvements to existing employee incentive programs
7 and to propose new programs that will benefit both the City and the
8 employees.
9
10 B. If these programs are implemented, awards shall be consistent with
11 the provisions detailed in Section 404 of the City's Personnel
12 Regulations.
13

14 **Article 56. Drug Testing**

- 15
16 A. The City and the Union agree that establishing a drug free workplace is
17 a priority that requires the cooperation of the parties. To that end, the
18 parties will meet with the Substance Abuse Policy Review Board,
19 Human Resources, Risk Management and the Legal Department to
20 discuss problems and possible changes to the current testing
21 procedures. The City will provide necessary training to employees
22 regarding drug testing policies and procedures. The Union will be given
23 the opportunity to provide input to improve the effectiveness of
24 employee training efforts.
25
26 B. The City will comply with all applicable Federal, State and City laws.
27

28 **Article 57. Labor-Management Meetings**

- 29
30 A. The Union and the Employer shall conduct Labor-Management
31 meetings at mutually agreed upon times and places.
32
33 B. Labor-Management Committee meetings shall consist of at least two
34 (2) Union representatives in each Department. On or off duty time
35 shall be utilized and will be designated upon mutual agreement prior to
36 a meeting.
37

38 **Article 58. Standby Time**

- 39
40 A. Employees who are required to carry a pager but are not otherwise
41 restricted in their movements are "on call." Employees who are notified
42 to remain available by telephone for immediate response are "subject
43 to call." Employees who are required to remain at work site after their
44 regular shift or who are called from off-duty status to report to work are
45 "called to duty."
46

1 B. Employees who are "subject to call" shall be credited with one (1) hour
2 compensatory time or for one-half the time the employee is subject to
3 call, whichever is greater. An employee who is notified that he/she is
4 subject to call, and had not been told to report or relieved of subject to
5 call status within four (4) hours, will call to verify his/her continued
6 status. Employees who fail to verify their status after four (4) hours will
7 be limited to two (2) hours compensatory time.

8
9 C. Employees who are "called to duty" shall be compensated for time
10 worked. Employees who are "called to duty" from off-duty status shall
11 be compensated for one (1) hour travel time.

12
13 **Article 59. P.E.R.A.**

14
15 The City will continue to provide P.E.R.A. Municipal General Member Coverage
16 Plan 3 to the members of the bargaining unit. The City will pay seventy-five
17 percent (75%) of the employees' portion with the employee paying the remaining
18 twenty-five percent (25%).

19
20 **Article 60. Family Leave**

21
22 Family leave will be provided in accordance with the Family Medical Leave Act.
23 The City will notify the Union in writing of any changes to its policy regarding this
24 type of leave.

25
26 **Article 61. Legal Protection**

27
28 A. Should an officer be sued in a civil action for any allegations arising out
29 of the course and scope of the officer's employment, the officer will be
30 provided a defense and indemnity from liability pursuant to the
31 requirements of the New Mexico Tort Claims Act, Section 41-4-1 et.
32 Seq. NMSA 1978, as amended, and in accordance with any applicable
33 joint powers agreement.

34
35 B. It is understood by the parties that it is against public policy to defend
36 an officer in a criminal suit once the officer is indicted for a criminal act.

37
38 C. For purpose of this section and Agreement, the phrase "course and
39 scope of employment" means the lawful acts which an officer is
40 requested, required or authorized to perform by the City.

41
42 D. Nothing herein shall bar the use in court of case law and common law
43 in the resolution of any dispute arising out of an interpretation of the
44 New Mexico Tort Claims Act 41-4-1 et. Seq. NMSA 1978
45

1 E. It is understood by the parties that a breach of this Agreement shall
2 not, in itself, cause the City to be liable for any punitive damages
3 arising out of any suit to which the officer is a party.

4
5 F. Within 30 days of the signing of this Agreement, the Union and the
6 Employee Relations Department will meet and confer to evaluate
7 possible methods to provide a defense to employees who are charged
8 by citizens with misdemeanor criminal complaints filed for actions
9 taken in the course and scope of their employment.

10
11 **Article 62. Tracking Devices**

12
13 The City and the Union agree to meet at least twice a year to review and
14 evaluate the safety, security and effectiveness of all tracking devices used in this
15 bargaining unit.

16
17 Both parties agree to meet prior to implementing any new policy in other
18 departments on tracking devices.

19
20 **Article 63. Car Plan**

21
22 The Union will be allowed the opportunity for input regarding any changes to the
23 existing take home car policy or any new policies adopted by departments where
24 currently policies do not exist.

25
26 **Article 64. Fair Share/Agency Fee/Payroll Deduction.**

27
28 A. Payment of an agency fee by non-Union employees has been
29 authorized by Resolution of the Albuquerque City Council, and
30 Resolution requires that any agency fee provision negotiated pursuant
31 to the Resolution comply with all state and federal legal requirements.

32
33 B. The A.O.A. will retain an independent auditor to audit its receipts and
34 expenditures for the previous twelve (12) months and once every
35 twelve (12) months thereafter.

36
37 C. The A.O.A. will publish the results of the audit, including an adequate
38 explanation of the agency fee to bargaining unit members.

39
40 D. Bargaining unit members shall have thirty (30) days to file a challenge
41 to the apportionment of the agency fee.

42
43 E. Any challenge shall be heard by an impartial decision maker.

1. F. The amount of the agency fee shall only include costs which arise from
2 the negotiation and administration of the Collective Bargaining
3 Agreement and the adjustment of grievances or prohibited practices
4 charges filed by the A.O.A.
5
6 G. Under no circumstances shall non-Union bargaining unit members be
7 required to contribute towards the A.O.A. social, political or charitable
8 activities, nor shall any bargaining unit member be subject to any
9 retaliation for refusal to contribute to such activities.
10
11 H. The A.O.A. has burden at all times to providing that its cost were
12 properly apportioned to the agency fee.
13
14 I. Any portion of the agency fee which specifically challenged shall be
15 held in escrow until resolution of the challenge.
16
17 J. The A.O.A. will indemnify and hold the City harmless including
18 payment of all attorney fees and costs for counsel chosen by
19 agreement of the parties for any claim or challenge to this section or
20 imposition of an agency fee.
21
22 K. Once the appropriate amount of the agency fee for the previous twelve
23 (12) months has been determined, the City agrees to deduct that
24 amount from the pay of bargaining unit members for the subsequent
25 twelve (12) months.
26
27 L. The City shall make such Fair Share payments deductions for
28 employees in Local 1888 bargaining unit who do not submit an
29 authorization form for Union dues deduction, as otherwise provided in
30 the Collective Bargaining Agreement.
31
32 M. The City shall make employee payroll deductions for Fair Share
33 payments upon notification to the non-dues-paying bargaining unit
34 employee of the amount and reason for such payment.
35
36 N. All money deducted from wages for Fair Share payment shall be
37 remitted to A.O.A. after payday covering the pay period of deduction. If
38 an employee has insufficient earnings for the pay period, no Fair
39 Share payroll deduction will be made for that employee for that pay
40 period.
41
42
43
44
45
46

1 **Article 65. Light Duty Posts and Assignments**

2
3 A. The Employer shall make reasonable efforts to provide employees
4 covered by this Agreement with opportunities for returning to work on
5 Light-Duty assignments due to temporary medical restrictions while
6 recovering from work related injury or illness.

7
8 An employee requesting an early return to work in Light-Duty
9 assignment may request such an assignment with accompanying
10 medical recommendations.

11
12 An employee who returns to work on Light Duty assignment shall be
13 paid no less than their last salary.

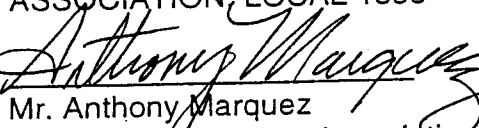
14
15 B. The A.O.A. and the Employer will identify Light Duty posts.

16
17 C. Should the City officially adopt a program for off-the-job injuries over
18 and above the current sick leave policy, the Union will be afforded the
19 opportunity to negotiate on this issue.

20
21 **Article 66. Term of Agreement**

22
23 The terms and conditions of this Agreement shall continue in full force and effect
24 commencing at 12:01 am, June 10, 2002 and terminating at 12:00 midnight June
25 10, 2003. If neither party to this Agreement requests the opening of negotiations
26 as provided in the City's Labor-Management Relations Ordinance, this
27 Agreement and the conditions herein shall continue in effect for year to year.

28
29 **IN WITNESS WHEREOF**, the parties have signed their names and affixed the
30 signatures of their authorized representatives on this 10 day of June,
31 2002.

32
33 ALBUQUERQUE OFFICERS
34 ASSOCIATION, LOCAL 1888
35
36 
37 Mr. Anthony Marquez
38 Albuquerque Officers Association
39 President, Local 1888

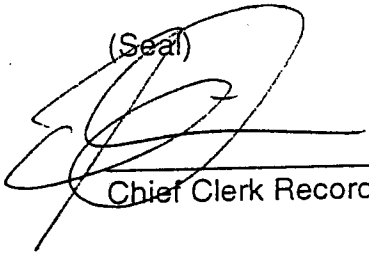
CITY OF ALBUQUERQUE


Mayor Martin Chavez

40
41 Reviewed as to Form:

42
43 
44
45 Assistant City Attorney
46

(Seal)


Chief Clerk Recorder

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APPENDIX A
ALBUQUERQUE OFFICERS ASSOCIATION
GRIEVANCE FORM

Please Print

NAME _____
HOME PHONE _____ WORK PHONE _____
DEPT: _____ POSITION _____
WORK SCHEDULE _____
DATE(S) OF INCIDENT(S) OR DISCIPLINARY ACTION: _____

STEP 1: Department Director

STATEMENT OF PROBLEM AND CONTRACT VIOLATION(S):

SUGGESTED SOLUTION:

Employee Signature _____

Date Filed _____

WRITTEN RESPONSE OF DIRECTOR

Director's Signature: _____

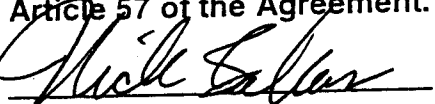
Date Completed: _____

CC: Albuquerque Officers Association

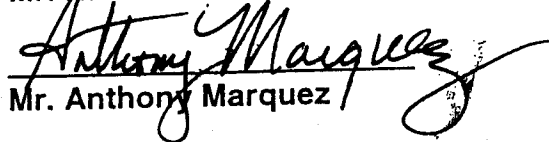
APPENDIX B

MEMORANDUM OF UNDERSTANDING

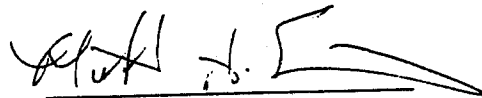
For the duration of the Agreement commencing on the date of full ratification and terminating at 12:00 midnight one (1) year after the date of full ratification by the parties or on the final date of the Agreement's extension, whichever is later, employees who are currently assigned to community custody and transport posts shall not be rotated out of these post assignments unless the rotation is the result of major disciplinary action. The Department is prepared to meet and confer with the Union on the rotation issue during the term of this Agreement in accordance with Article 57 of the Agreement.



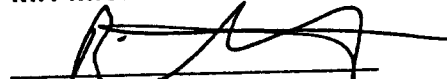
Mr. Mick Bakas



Mr. Anthony Marquez



Mr. Michael Sisneros



Mr. Robert Staub